



Plattsburgh, New York

Randal J. Stone
Fire Chief

Plattsburgh Fire Department
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Plattsburgh, NY 12901
Tel: 518-561-5965
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MEMO

TO: Mayor James Calnon
Members of the Common Council

FROM: Fire Chief, Randal Stone

DATE: December 4, 2014

RE: Fire and Ambulance Responses

For this four week period: Thursday, November 6, 2014 to Wednesday, December 3, 2014
our Department has responded to the following:

Fire Calls

70

- 3 building fire
- 14 system activations
- 16 EMS assist
- 27 MVA
- 1 arcing
- 1 steam leak
- 1 flammable liquid spill
- 1 outside rubbish fire
- 1 brush fire
- 1 excessive heat/scorch burn
- 1 chimney fire
- 1 service call
- 1 cooking fire
- 1 hazardous condition

Ambulance Calls

190

Mutual Aid by CVPH

33



COMPLAINTS DECEMBER 1, 2014

Monday, December 01, 2014

1:33:17 PM

DATE RECEIVED	NUMBER	COMPLAINANT LAST NAME	STREET NO.	SITE LOCATION	COMPLAINT	INSPECTION DATE	CORRECTION	COMPLETION DATE
12/1/14	591-14	ANON	129-131	BROAD STREET	TRASH ALL OVER SIDE, FURNITURE, DOGS INTO GARDEN			
11/25/14	590-14	ANON	27	COUCH ST.	TRASH ALL OVER SIDE OF HOUSE, SCATTERED FOR ONE WEEK			
11/25/14	589-14	ANON	7	HELEN ST	TRASH OVERFLOWING IN REAR, VISIBLE FROM COUCH ST			
10/6/14	588-14	ANON	54	COUCH ST	LARGE PILE OF GARBAGE			
9/9/14	587-14		7	ADDOMS ST	DETERIORATED & UNSAFE WIRE	9/9/14	CORRECTED	10/8/14
8/13/14	586-14		33	MAIN MILL ST	DETERIORATED & UNSAFE WIRE	8/13/14	CORRECTED	9/23/14
8/19/14	585-14		86	OAK STREET	LINE SIDE WIRE NEEDS REPLACING	9/15/14	BEING DONE	9/15/14
11/13/14	584-14	ANON	4940 & 4938	SOUTH CATHERINE ST	BACK PORCHES ROTTING, BEAMS SEPARATING FROM BLDG.			
11/6/14	583-14	ENGINEERING DEPT.	11	BROAD STREET	RETAINING WALL SEPARATING/CRUMB LING			
11/10/14	582-14	LEE	7B	COLLEGE AVENUE	7G APRT.(UPSTAIRS) DRAINING INTO 7B(DOWNSTAIRS)			

DATE RECEIVED	NUMBER	COMPLAINANT LAST NAME	STREET NO.	SITE LOCATION	COMPLAINT	INSPECTION DATE	CORRECTION	COMPLETION DATE
11/7/14	581-14	ANON	67	BRINKERHOFF STREET	GARBAGE ALL OVER LOT,NOT USING GARBAGE CAN	11/12/14	UNFOUNDED	11/12/14
11/10/14	580-14	ANON	50	COUCH STREET	COUCH OUT FRONT SINCE 11/7/14	11/12/14		11/12/14
10/27/14	579-14	DPW		GOLD STREET	GARBAGE ON GROUND	10/27/14	TICKET ISSUED TO COSS. WOO CLEANED UP.	11/5/14
11/3/14	578-14		15	MACOMB ST.	GARBAGE, ANIMALS			
10/20/14	577-14	SCOTT	14	LEBLANC LANE	BURNT LUG IN METER CAN	10/20/14	QUOTES BEING SOUGHT	10/23/14
10/31/14	576-14	CLEVELAND	55	PROSPECT AVENUE	MOBL. GARAGE,DRIVE.GAR AGE AROUND,PARKING INTO STREET	10/31/14	NO CORRECTIO N REQUIRED	
10/9/14	575-14		39	TREMBLAY AVENUE,	UNSAFE GROUND ROD AND GROUND WIRE	10/9/14	CORRECTED	10/28/14
10/21/14	574-14		61	BEEKMAN STREET	SWING GATES OPEN INWARD.	10/21/14	NO CORRECTIO N REQUIRED	
10/27/14	573-14	ROSHELEAU	186	CORNELIA STREET	NEIGHBOR @ 186 CUT BRANCHES W/O ASKING, HEDGE ISSUE	10/27/14	ROBERT TO SPEAK WITH NEIGHBOR	10/30/14
10/27/14	573-14	ROSHELEAU	186	CORNELIA STREET	NEIGHBOR CUT TREE BRANCHES W/O HIS PERMISSION			

DATE RECEIVED	NUMBER	COMPLAINANT LAST NAME	STREET NO.	SITE LOCATION	COMPLAINT	INSPECTION DATE	CORRECTION	COMPLETION DATE
10/24/14	572-14	DAPO	18	COUCH ST. APART. #2	BACK PORCH ROTTED, FELL.	10/20/14	BP OBTAINED,	
10/22/14	571-14	ANON	4	SANDLEWOOD WAY	GARBAGE BEING STORED IN CAR		SPOKE WITH CAR OWNER ASKED NOT TO DO, WILL MONITOR	
10/20/14	570-14	KLEPEPR	15	COUCH STREET	SNOW FENCE DOWN, PROPERTY NEEDS TO BE SECURED	10/22/14	CORRECTED	10/22/14
10/16/14	569-14A	BUTTERY		US AVENUE CHAIN LINK FENCE	SIGNS HUNG ARE A MESS, SOME RIPPED.		EXPIRED SIGNS AND TATTERED REMOVED	
10/16/14	569-14	CLEVELAND	55	PROSPECT AVENUE	HAS STUFF STORED IN GARAGE, USING AS STORAGE, ETC.	10/16/14	TRAILER REMOVED, NO FURTHER VIOLATIONS	10/20/14
10/15/14	568-14	CARON	52	SOUTH PLATT ST	LANDLORD NOT FIXING ISSUES NEED TO BE FIXD		BUILDING POSTED AGAINST OCCUPANCY	
10/6/14	567-14	ANON	54	COUCH STREET	LARGE PILE OF GARBAGE	10/7/14	CORRECTED	10/7/14
10/7/14	566-14	ANON	200	MARGARET STREET	CAR WITH NO LICENSE PLATE	10/7/14	TENANT JUST GOT CAR. PUTTING ON ROAD	10/9/14
10/7/14	565-14	ANON	7	WILLIAMS STREET	GARBAGE	10/9/14	CORRECTED	10/9/14

New York State Attorney General
Eric T. Schneiderman

Dear New Yorkers,



Local government is most effective when its citizens are confident that their elected officials are doing the right thing. Enacting an ethics code and creating a process to review ethics complaints are an important first step that all local governments should take.

It is the responsibility of any government to do all it can to earn the public's trust. This brochure discusses New York State's ethics regulations and what local governments can do to establish their own code of conduct and review process. If you have any questions or would like to know more about how my office can help, please don't hesitate to contact the regional office closest to you.

Sincerely,

Eric Schneiderman

Eric T. Schneiderman



OFFICE OF THE NEW YORK STATE
ATTORNEY GENERAL
www.ag.ny.gov
The Capitol, Albany, NY 12224
518-474-7330

Regional Offices

Albany	518-474-9705
Binghamton	607-721-8771
Brooklyn	718-722-3949
Buffalo	716-853-8400
Harlem	212-961-4475
Nassau	516-248-3302
New York City	212-416-8000
Plattsburgh	518-562-3282
Poughkeepsie	845-485-3900
Rochester	585-546-7430
Syracuse	315-448-4800
Suffolk	631-231-2424
Utica	315-793-2225
Watertown	315-785-2444
Westchester	914-422-8755



New York State
Attorney General
Eric T. Schneiderman

Local Ethics Codes
GET IT IN WRITING

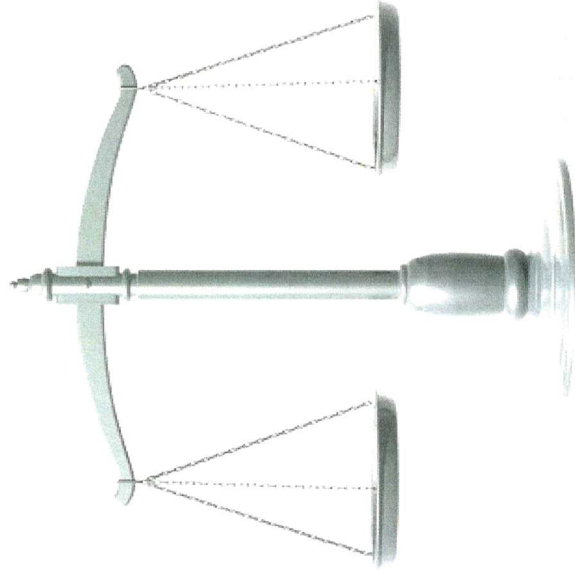


Ethics Laws: An Overview

Ethics laws provide guidance and standards for the conduct of elected public officials and employees. New York State law (General Municipal Law § 806(1)(a)) requires that the governing body for each county, city, town and village adopt an ethics code setting forth the standard of conduct that is expected of its municipal officers and employees. The standards that ethics codes must provide include:

- disclosure of interest in legislation before the local governing body;
- holding of investments in conflict with official duties;
- private employment in conflict with official duties;
- future employment.

The ethics codes are not limited to these items and may include other standards of conduct.



Ethics Boards

Another section of law (General Municipal Law §§ 808(1) and 808(3)) authorizes the governing body of any county, city, town or village to establish a Board of Ethics.

Ethics Boards can serve several functions. They can render advisory opinions to municipalities concerning conflicts of interests and to the code of ethics adopted by the municipality. A board may also make recommendations on drafting and adopting a code of ethics or amendments to the code, upon the request of the municipality's governing body.

Furthermore, New York State law provides for local conflict of interest issues to be resolved through local ethics boards. Through enactment of a local law, a local government may grant to its board of ethics the authority to receive complaints alleging violations of ethics regulations, to investigate these complaints, and to conduct investigations on its own initiative as to whether violations of ethics standards have occurred. The Board may be given enforcement authority and the local law may provide for administering penalties.

How an Ethics Board Gets Created

Ethics Boards may be established by the governing body of any county, city, town or village by local law, ordinance or resolution.

County ethics boards must consist of at least three members. The majority of the members may not be officers or employees of the county or of any municipality wholly or par-

tially located in the county. At least one member must be an elected or appointed officer or employee of the county or municipality located within the county. Board members are not compensated for their services.

Ethics boards for any other municipality (other than a county) must consist of at least three members, a majority of whom are not otherwise officers or employees of the municipality. The board must include at least one member who is an elected or appointed municipal officer or employee.

County boards of ethics may not act with regard to officers and employees of any municipality within the county if the municipality has established its own board of ethics, unless the local board refers a matter to the county.

The Office of the Attorney General

Attorney General Schneiderman has made public integrity a priority in his administration, establishing a Taxpayer Protection Bureau and appointing a public integrity officer in each of the regional offices. The regional offices can assist municipalities by answering questions and by providing samples of local laws enacting ethics codes and ethics boards. You will find contact information for regional and executive offices on the back of this brochure.



My name is Lanny LaValley and I am at this meeting to petition the common council to pass a resolution naming the Bridge Street bridge, Veterans' Bridge.

I've often thought about the city naming a park, building, bridge or other place in honor of our veterans. The City of Plattsburgh hasn't named a place for the veterans and I believe the bridge would be an ideal location.

We are a city rich in military history for our citizens have participated in the War of 1812, Spanish American War, the Civil War, World Wars I and II, Korean War, Vietnam War, Iraqi Freedom, and the current war on Terrorism. A military presence has been in the city for decades with Naval, Army and Air Force installations.

Our community members have always responded to "the Call of Duty" to preserve our liberties and freedoms. Thousands of our citizens have volunteered or been drafted to protect our country. Therefore, in my mind, it's only a vote away to approve a much overdue act on behalf of our veterans.

With this council being citizen friendly, I believe it's the right time for this council to adopt this resolution.

Thank you for your time and support.

ON Agenda
12/4/14



Plattsburgh, New York

Richard A. Marks
City Chamberlain

Department of Finance
6 Miller Street
Plattsburgh, NY 12901
518-563-7704 TEL
518-563-1714 FAX

DATE: November 26, 2014
MEMO TO: Mayor Calnon
FROM: Richard Marks
RE: Assessment – Budget Adjustment

It is being requested to adjust amounts for the 2014 Budget as follows:

Increase: Appropriation: Assessment Contract Services	1-13550000-4430	\$13,116.00
Decrease Appropriation: Assessment Regular Payroll	1-13550000-1100	\$5,000.00
Decrease Appropriation: NY State Retirement	1-90150000-8000	\$8,116.00

This request provides for an increase in the 2014 Assessment Contract Services needed to cover \$13,116.00 of unbudgeted appropriations for Article 7 legal expenditures for property tax grievances. The corresponding offset for this transfer will come from Assessment Regular Payroll for \$5,000.00 and from NY State Retirement for \$8,116.00, both line items being under budget for 2014 and thereby not changing the 2014 General Fund Budget total appropriations.

Thank you for your attention to this request.

Cc: Kathy Livingston
Carole Garcia

Local Law No. P-3 of the year 2014.

Introduced by Mayor Calnon on November 20, 2014

A local law amending and restating in its entirety Chapter 270, Section 26 of the City Code of the City of Plattsburgh.

moved by:

seconded by:

Be it enacted by the Common Council of the City of Plattsburgh as follows:

§ 270-26ⁱ. Signs.

A. Purpose, intent and scope.

It is the purpose of this section to promote the public health, safety and general welfare through reasonable, consistent and nondiscriminatory sign standards. The sign regulations in this section are not intended to censor speech or to regulate viewpoints, but to insure traffic and pedestrian safety, to preserve and enhance the visual environment of the City and, to accommodate the signage needs of businesses and other organizations. It is the purpose and intent of this section to:

1. Promote and improve pedestrian and traffic safety by:
 - a. Not permitting signs that obstruct vision or distract motorists and other street and sidewalk users.
 - b. Requiring signs be safely constructed, maintained and installed.
 - c. Limiting the number and regulating the placement of signs.
2. Protect and improve the visual appearance of the City and the value of other property by:
 - a. encouraging the integration of signage with architectural and landscape designs so the overall appearance is harmonious in color, form and proportion;
 - b. Prohibiting or restricting the number and size of signs on a lot and regulating the method and intensity of illumination.
 - c. Preventing the placement of signs that obscure the public view of other properties and landscapes.
3. Accommodate the needs of businesses and other organizations by:
 - d. Allowing for the use of new, digital sign technology.
 - e. Permitting a choice of types of signs.
 - f. Recognizing the main purpose of a sign is to provide information about the occupants of the signed premises.
 - g. Prohibiting billboard advertising which generally is not consistent with the main purpose of a sign.
 - h. Providing greater latitude for signs with noncommercial messages which generally concern organizations, events and activities of interest to the community as a whole.

B. Definitions. For the purposes of this section, the following terms shall have the meanings indicated

APPURTENANT - Signs and messages that pertain to the occupants or use of the premises the sign is affixed to.

AREA OF SIGN - Each side of a sign that has a message is a "face." The area of a sign is the sum of all sign faces.

AREA OF SIGN FACE:

- (1) For cut-out letters, the sign face area shall be computed by taking three-fourths (3/4) of the area enclosed within the smallest single geometric figure needed to completely encompass all letters, including vertical and horizontal spacing between letters.
- (2) For other signs the sign face area shall be the area bounded by the edge of the sign frame.

BANNERS and PENNANTS - Any advertising device affixed to poles, wires or ropes, such as banners, pennants, streamers, wind-operated propellers, string lighting or other similar advertising media, but not to include properly displayed flags of the city, state, county or country

BILLBOARD SIGN – A sign which displays a commercial message about persons, events or goods and services that are not actually sold or delivered on the premises where the sign is located.

BUSINESS – A natural person or legal entity who occupies property other than as a residence regardless of whether the person is engaged in commerce.

COMMERCIAL MESSAGE - Any message that directly or indirectly names, advertises or calls attention to a product, service, sale or sales event or other commercial activity.

CONSTRUCTION OR PROJECT SIGNS - Any sign or advertising device erected on a project site prior to or during a construction period.

CUT-OUT or CUT-OUT LETTERS - Letters, numbers, emblems and symbols which are detached or separately molded from the material from which they were made. Not to include vinyl letters, which will be treated as paint at building inspector's discretion

DIGITAL SIGNS – Digital signs are Programmed, Automated and Interactive signs as defined herein.

- Programmed signs are signs that display messages that can be changed by the sign's program on a predetermined schedule.
- Automated signs are signs whose content and display instructions can be generated dynamically by a computer that may be part of the sign or connected via a network. Automated signs may display messages, images or video.
- Interactive signs are signs that display content in response to actions by nearby people.

DIRECTIONAL SIGN - A sign not exceeding three (3) square feet per sign face and with lettering not exceeding six (6) inches in height, designed to direct and inform the public as to the location of exits, entrances, service areas, loading and unloading areas or similar wording of an informational nature.

ERECT - To build, construct, attach, hang, place, suspend or affix and shall also include the painting of wall signs.

FREESTANDING SIGN - A sign that is not attached to a building or other structure and is self-supporting.

LOT - A parcel of land, including a contiguous parcel of land under the same ownership, or leased by the same tenant as the other contiguous parcel of land.

MESSAGE - Means letters, words, symbols, logos, images and other visual means of communicating information.

NAMEPLATE SIGN - Any sign not more than one (1) square foot in area used to identify the owner or owners of a private residence

NONCOMMERCIAL MESSAGE - Any message that is not a commercial message, including messages that do not pertain to the occupants or use of the signed premises.

PARAPET WALL - A low wall along the edge of a roof and being a portion of the wall which extends above the line of the roof, with the exterior of the extension forming a continuous plane with the wall below

PERSON- Includes any person, firm, partnership, association corporation, company or organization of any kind.

PROJECTING SIGN - Any sign attached to a building or other structure and extending, in whole or in part, more than six (6) inches beyond the building line.

ROOFLINE - The point where any part of the roof structure first touches or bears upon the external wall, with the exception of mansard roofs. See also "wall."

ROOF SIGN - Any sign erected in any way upon a building or structure which extends above the roofline of the building or structure.

RESIDENTIAL ZONE – R-1, RH and R-2 zoning districts.

SIGN- Any structure, object, device, fixture, or placard that displays a commercial or noncommercial message that is visible from off the premises where the sign is located.

STATIC SIGN- A sign with a message or image that does not change except when the business located on the lot and identified on the sign changes. A Static Sign may be a Digital Sign.

WALL - The surface area of any major plane unit of any side or face of a building. The lower slope of a mansard roof shall, for the purposes of this section, be deemed part of the "wall," and signs shall be permitted in this area.

WALL SIGN - A. sign attached to, painted on or erected against the wall of a building or structure, with the exposed face of the sign in a plane parallel to the face of said wall, including any interior sign, whether attached to windows or otherwise, which is placed in view of the general public from outside the building or structure A "wall sign" shall not project from the wall in excess of six (6) inches.

C. Sign Permit. It shall be unlawful to install, erect or display a sign without a sign permit unless the sign is an "exempt sign".

- (1) The Building Inspector is authorized to prescribe the form and content of sign permit applications, collect permit fees as set by the Common Council, approve or deny applications and issue sign permits.
- (2) An applicant who is denied a permit may appeal to the Zoning Board of Appeals for an interpretation or variance as provided in this Chapter.

D. General sign requirements. The following requirements shall apply to all signs, including exempt signs:

- (1) Maintenance. All signs and their supports, braces, guys and anchors, shall be of substantial and sturdy construction, shall be kept in good repair and shall be painted or cleaned as often as necessary to maintain a clean, neat, safe and orderly appearance.
- (2) Wind pressure and dead load requirements. All signs shall be designed and constructed to withstand wind pressures and receive dead loads as required by recognized engineering and construction practices in the City of Plattsburgh.
- (3) Obstruction to doors, windows or fire escapes. No sign shall obstruct ingress or egress to or from a door, window or fire escape. No sign shall be attached to a standpipe or fire escape.
- (4) No sign shall be erected or maintained in manner that obstructs the view of motorists on public streets of traffic signs and signals, or of vehicles on intersecting streets, or of vehicles entering or existing driveways that intersect with a public street.
- (5) Signs that identify on premises businesses, or advertise goods or services sold on premises, shall be changed or removed within 60 days of when the business vacates the premises, or the advertised goods or services are no longer sold on premises.
- (6) Lighting. Indirect or interior lighting may be used to illuminate any sign, provided that the source of light shall concentrate the illumination upon the area of the sign so as to prevent glare upon the street or adjacent property. Bare incandescent light sources and immediately adjacent reflecting surfaces shall be shielded from view. String lighting shall not be allowed.

E. Noncommercial Messages. A permitted sign or exempt sign may display any noncommercial message or copy in lieu of other copy.

F. Prohibited Signs. The following types of signs shall not be permitted.

- a) Billboard signs.
- b) Projecting signs.
- c) Roof signs.
- d) Signs located in city rights of way that are not owned by the state, county or city.
- e) Signs located on utility poles, traffic control lights, trees, public structures or public property.

G. Exempt Signs. The following types of signs are exempt from the requirement for a sign permit, but are subject to the provisions of subsection B and the conditions of this subsection.

- (1) Except in Residential zones, banners or pennants that promote or announce an event held on the premises, but only during the duration of the event and up to 30 days prior thereto.
- (2) Memorial signs or tablets, names of buildings and date of erection when cut into any stone or masonry surface or when constructed of bronze or other incombustible materials and not exceeding six (6) square feet in total area.
- (3) One (1) residential nameplate sign.
- (4) Traffic control signs and signs with messages required by law.
- (5) Signs owned by the City of Plattsburgh which may display noncommercial and commercial messages not appurtenant to the signed premises.
- (6) One sign with information about a construction project, not exceeding ninety-six (96) square feet in area and sixteen (16) feet in height, erected

not sooner than 6 months before the commencement of construction and removed upon completion of construction.

- (7) Directional signs.
- (8) Seasonal or holiday decorations which may be displayed for up to six weeks.
- (9) Warning, danger, no-trespassing or similar signs, in size and number as the Building Inspector determines is reasonably required to accomplish their intended purpose.
- (10) For sale or rent signs. Not more than two signs advertising real property for sale or rent that are located on the premises for sale or rent, provided that in residential districts the sign face(s) do not exceed six (6) square feet in the aggregate and in all other zoning districts the sign face(s) do not exceed thirty two (32) square feet in the aggregate.
- (11) Signs located on premises that advertise the opening of a new retail establishment for a period of not more than fifteen days.
- (12) Official flags of a city, state or country, business or other organization not exceeding 100 sf. in area.
- (13) Free expression signs. For each lot, one free expression sign not exceeding four square feet in size (sign area) may be displayed. The free expression sign may be displayed as an attached sign or as a freestanding sign. If displayed as a freestanding sign, the freestanding sign shall not exceed three feet in height. A free expression sign is in addition to any other sign permitted under this article and is permitted in any zoning district. Only one such sign shall be permitted on each parcel.
- (14) Election signs. For each lot, one election sign for each candidate and each issue may be displayed along each street frontage. An election sign may be displayed as an attached sign or a freestanding sign. An election sign shall not exceed 32 square feet in area, except that election signs on cardboard shall not exceed six square feet in area. All such signs shall be removed within 10 days following the election to.

H. Additional Regulations for Types of Sign. In addition to restrictions contained in the definition of a type of sign, the following regulations apply:

- 1. Freestanding Signs.
 - a. The area around the base of the sign shall be kept clear of rubbish and weeds. Permanent landscaping may be required as a condition of the sign permit.
 - b. One freestanding sign is permitted for each lot.
 - c. The sign shall be supported entirely by posts or columns; guy wires are not permitted.
 - d. The sign shall be set back not less than five feet from the boundary of an adjacent public street.
 - e. The sign may not exceed twenty (20) feet in height from ground level.
 - f. The bottom of the sign shall not be less than seven feet above ground level
 - g. Where the lot is occupied by one business, the sign area shall not exceed 100 sf.
 - h. Where the lot is occupied by more than one business, each of which is a separate legal entity and occupies separate space within the building, the allowable sign area is 100 sf for the first business plus 25sf. for

each additional business up to four, but in no event shall the sign area exceed 200sf.

2. Wall signs.

a. A building may have more than one wall sign, but the total sign area of all wall signs shall not exceed the greater of seventy five (75) square feet, or a total sign area equal to two (2) square feet per linear foot of the side of a building that fronts on a street, but in no event more than one hundred fifty (150) square feet.

b. A wall sign may not cover any part of a window or door opening or project above the wall it is attached to.

3. Sign Area. Each side of a sign that has a message is a "face." The area of a sign is the sum of all sign faces.

I. Digital Signs. Digital Signs are subject to all of the foregoing regulations, except as modified by this subsection.

(1) Where Allowed. Digital Signs are not permitted in RH, R-1, RC-2 and RC-3 zoning districts. Digital Signs of the type, number and sign face area set forth in Table A are permitted in those zoning districts listed in Table A

(2) Number Allowed.

a. There may not be more than one programmed Digital Sign on a lot. There may not be more than one automated or interactive Digital Sign for each business on a lot.

(3) Light Levels. Digital Signs shall use automatic level controls to reduce light levels at night and under cloudy and other darkened conditions, in accordance with the following:

a. All Digital Signs shall have installed ambient light monitors, and shall at all times allow such monitors to automatically adjust the brightness level of the sign based on ambient light conditions.

b. Maximum brightness levels for Digital Signs shall not exceed 5000 nits or Candellas per Square Meter" or (cd/m²) when measured from the signs face at its maximum brightness, during daylight hours.

c. Maximum brightness levels for Digital Signs shall not exceed 500 nits or Candellas per Square Meter" or (cd/m²) when measured from the signs face at its maximum brightness, between sunset and sunrise, as those times are determined by the National Weather Service.

d. Written certification from the sign manufacturer must be provided at the time of application for a sign permit certifying that the light intensity of the sign has been preset not to exceed the illumination levels established by this section , and that the preset intensity level is protected from end user manipulation by password protected software or other approved method.

(4) Dimensions. Digital Signs shall comply with the sign area restrictions of Table A.

(5) Message Changes. Messages must be displayed for a minimum of 30 seconds. Transitions may not exceed 3 seconds. A transition is a sign display that can use animation effects to change one message to another. Digital Signs that incorporate static and changing technologies may not use more than one changing technology.

(6) Animation on Programmed Signs. Messages may not contain the appearance of motion or animation. Transitions between messages may contain the appearance of motion or animation.

(7) Transitions on Programmed Signs. Transitions may appear between messages. They may not appear adjacent to other transitions.

- J. Signs in Residential Districts. Signs are not permitted in residential districts except:
- (1) one nameplate sign.
 - (2) one sign with a sign area of not more than two (2) square feet, identifying a “home occupation” as that term is defined in this chapter.
 - (3) one sign with a sign area of not more than twenty four (24) square feet and which is appurtenant to a lawful non conforming use, or use authorized by use variance or special use permit.
 - (4) in residential districts where multiple family, condominium, townhouse or other nonresidential uses are permitted as of right, one sign with a sign area of not more than twenty four (24) square feet and which is appurtenant to the permitted use.

K. Nonconforming signs. A nonconforming sign that was lawfully erected may continue to be maintained until it is substantially damaged, destroyed or found to be unsafe, at which time the sign may be required to be removed. A nonconforming sign shall not be enlarged, replaced or relocated on the lot.

L. Unsafe Signs. If the Building Inspector finds a sign’s physical condition poses a risk of injury to persons or property he shall notify the sign owner in writing by personal delivery or certified or registered mail. The notice will specify required alterations or repairs and a time by which the work must be completed.

M. Violations and Enforcement. In addition to the enforcement powers and fines or penalties provided elsewhere in this Chapter for violations of this law. If a Digital Sign does not comply with the regulations of this subsection, the Building Inspector may order that the sign be reprogrammed or changed to a Static Sign.

N. Severability. This section shall be liberally construed so as to effectuate the purposes thereof. The provisions of this section shall be severable and if any phrase, clause, sentence or provision of this section is declared to be contrary to the constitution or general laws of the state or of the United States, or the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this section and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

O. Effective Date. This section shall be effective immediately, upon filing with the Secretary of State.

City Code §270-26						
Table A						
	Static		Changing			
			Programmed		Automated or Interactive	
Zoning District	Number Per Lot	Max Area sf	Number Per Lot	Max Area sf	Number Per Business	Max Area sf
RH	Digital Signs Not Allowed					
R-1	Digital Signs Not Allowed					

R-2	1	24	1	24	1	2
B-1	1	100	1	50	1	2
B-2	1	100	1	50	1	2
C	1	100	1	50	1	2
I	1	100	1	50	1	2
RC-1	1	100	1	50	1	2
RC-2	Digital Signs Not Allowed					
RC-3	Digital Signs Not Allowed					
Historic Districts and Historic Sites	Digital Signs Not Allowed					

ⁱ The City of Plattsburgh Zoning Ordinance was amended and restated in its entirety by local law enacted on 9-1-1983 which became effective on 11-3-1983. The Zoning Law was codified as Chapter 270 of the City Code by local law enacted on 10-10-1989. Amendments to § 270-26 are noted below.

Amd LL 3 of 2011 §270-26 B, §270-26 G (4), §270-26 G (9), §270-26 J (5), §270-26 M, Add §270-26 Q; enacted 11-3-2011.

L.L () of 2014, amended and restated in its entirety Chapter 270, Section 26 of the City Code.

Carlin, Beth

From: Peters, Steve
Sent: Tuesday, December 02, 2014 11:14 AM
To: 'Mayor Calnon'; Carlin, Beth
Subject: Agenda Request

Mayor-

With your approval, I'd like the following placed on the agenda for Thursday:

Request from the Superintendent of Recreation for \$1000 to advertise for the *Promotions and Special Events* ~~Publications and Events~~ Coordinator position.

The breakdown is as follows:

Burlington Free Press: \$419 (also advertised nationally on Career Builder)

Press Republican: \$275 (also advertised nationally on Monster.com)

National Recreation and Parks Association: \$299

If this is a general fund transfer, it would be going to Recreation Complex Administration 2721000 4430

Steve Peters

Superintendent of Recreation | City of Plattsburgh, Plattsburgh, NY 12901 | p: 518.324.7709

Statement of Confidentiality

The contents of this e-mail message and any attachments are confidential and are intended solely for addressee(s). This transmission is sent in trust, for the sole purpose of delivery to the intended recipient(s). If you have received this transmission in error, any use, reproduction or dissemination of this transmission is strictly prohibited. If you are not the intended recipient, please immediately **notify** the sender by reply e-mail or phone and **delete** this message and its attachments, if any.



Plattsburgh, New York

Richard A. Marks
City Chamberlain

Department of Finance
6 Miller Street
Plattsburgh, NY 12901
518-563-7704 TEL
518-563-1714 FAX

DATE: December 3, 2014

MEMO TO: Mayor Calnon

FROM: Richard Marks

RE: Capital Project – Budget Transfer

It is being requested to adjust amounts for the 2014 Budget as follows:

Decrease Appropriation: Finance – Contract Services 1-1310000-4430 \$5,000.00

Increase Appropriation: Capital Project – Transfer 1-9550000-9000 \$5,000.00

This request provides for a transfer within the 2014 budget for payment of asbestos inspection and analysis costs being incurred for the 40 Bridge Street property demolition. The transfer to the Capital Projects Transfer line item is being made from the Finance Contract Services line item to provide the funding for this unbudgeted appropriation to capital project H5110.47 40 Bridge Street Remediation. The transfer leaves the 2014 General Fund Budget for total appropriations unchanged.

Thank you for your attention to this request.

Cc: Carole Garcia



Plattsburgh, New York

Richard A. Marks
City Chamberlain

Department of Finance
6 Miller Street
Plattsburgh, NY 12901
518-563-7704 TEL
518-563-1714 FAX

At a regular meeting of the Common Council of the City of Plattsburgh, New York, held December 4th, 2014, the following resolution was adopted:

By Councilor ; Seconded by Councilor

WHEREAS, the following resolution was adopted on December 4th, 2014, and

WHEREAS, the City Chamberlain has requested to establish a 2014 40 Bridge Street Remediation project that was not included in the Capital Expenditure Plan adopted January 9th, 2014, and

WHEREAS, the cost of the 2014 40 Bridge Street Remediation project has been estimated by the Environmental Services Department and is being revised for the project costs during 2014, as follows:

	2014 Estimated Cost	2014 Revised Cost
40 Bridge Street Remediation	\$ 35,000	\$ 40,000
Total	<u>\$ 35,000</u>	<u>\$ 40,000</u>

Project Funding:

General Fund	\$ 35,000	\$ 40,000
Total	<u>\$ 35,000</u>	<u>\$ 40,000</u>

Now therefore,

BE IT RESOLVED, by the Common Council of the City of Plattsburgh, New York, this 4th day of December 2014, as follows:

- 1) That, the amount of Forty Thousand and 00/100 (\$40,000.00) Dollars is hereby appropriated for the Capital Project **2014 40 Bridge Street Remediation (H5110.47)** for the revised cost of the project as described above and is hereby authorized to be expended for such purpose.
- 2) That, Forty Thousand and 00/100 (\$40,000.00) Dollars of such appropriation be provided by the General Fund in order to provide for the improvement costs.
- 3) That, this resolution takes effect immediately.

On Roll Call,

CERTIFIED A TRUE COPY

CITY CLERK



ATLANTIC TESTING LABORATORIES

WBE certified company
December 1, 2014

Plattsburgh
130 Arizona Avenue
Suite 1540
Plattsburgh, NY 12903
518-563-5878 (T)
atlantictesting.com

City of Plattsburgh Public Works
215 Idaho Avenue
Plattsburgh, New York 12903

Telephone: 518-563-1120
Facsimile: 518-562-1128

Attn: Mr. Mike Brodi

Re: Limited Hazardous Materials Survey Services
Former Highway Oil Gas Station
Plattsburgh, New York
ATL No. PL5998-83-11-14

Ladies/Gentlemen:

In accordance with the verbal request for proposal on November 20, 2014 the following items are attached for the referenced services.

- ♦ AGREEMENT for Limited Hazardous Materials Survey Services
- ♦ EXHIBIT A - Scope of Services
- ♦ EXHIBIT B - Fee Schedule

ATL is WBE certified by the New York State Department of Economic Development, Division of Minority & Women's Business Development.

Atlantic Testing Laboratories, Limited (ATL) will initiate the Scope of Services described in EXHIBIT A, in accordance with the Fee Schedule listed in EXHIBIT B, upon the return of two original executed AGREEMENTS with exhibits to:

Atlantic Testing Laboratories, Limited
Contracts Department
PO Box 29
6431 US Highway 11
Canton, New York 13617

One original countersigned AGREEMENT will be returned to your office.

Thank you for the opportunity to submit a proposal for the referenced services. We look forward to your response.

Sincerely,
ATLANTIC TESTING LABORATORIES, Limited

Arthur T. Cross II, CET
Operations Manager

ATC/JDG/jm

Attachments

AGREEMENT
FOR LIMITED HAZARDOUS MATERIALS SURVEY SERVICES

This AGREEMENT is by and between

City of Plattsburgh Public Works
215 Idaho
Plattsburgh, New York 12903

Herein referred to as CLIENT and

Atlantic Testing Laboratories, Limited
PO Box 29
6431 US Highway 11
Canton, New York 13617

Herein referred to as ATL, who agree as follows:

- A. **DECLARATIONS:** CLIENT by virtue of the mutual execution of this document retains ATL to provide Limited Hazardous Materials Survey Services associated with CLIENT's project, herein referred to as the PROJECT, and described as follows:

Former Gas Station
40 Bridge Street
Plattsburgh, Clinton County, New York

This AGREEMENT represents the entire and integrated AGREEMENT between CLIENT and ATL and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instrument, signed by authorized representatives of both CLIENT and ATL.

- B. **SERVICES:** ATL shall provide Limited Hazardous Materials Survey Services for the PROJECT in accordance with the Scope of Services described in EXHIBIT A, attached hereto and made part of this AGREEMENT, and in accordance with the Terms and Conditions in Item F below.
- C. **FEES:** All services provided on the PROJECT will be invoiced in accordance with the Fee Schedule in EXHIBIT B, attached hereto and made part of this AGREEMENT.
- D. **PAYMENT TERMS:** Invoices will be submitted in accordance with the fees in EXHIBIT B and the actual services rendered. Invoices are due when rendered and payable in US dollars. Accounts past due 10 days are subject to a service charge of 1.5% per month or an annual percentage rate of 18%.
- E. **CONTRACT DURATION:** This AGREEMENT shall continue in force until **June 30, 2015**, unless terminated earlier by mutual agreement or as described hereinafter. This AGREEMENT may be extended beyond the aforementioned date only by written agreement between CLIENT and ATL.
- F. **TERMS AND CONDITIONS:**

1. DEFINITIONS

OWNER – Entity that possesses ownership rights and control over the PROJECT.

CLIENT - The public body or authority, corporation, association, firm, or person with whom ATL has entered into this AGREEMENT for services to be provided.

ATL - Atlantic Testing Laboratories, Limited, with Corporate Offices located at PO Box 29, 6431 US Highway 11, Canton, New York 13617. The firm retained to provide services as stated in this AGREEMENT.

2. RIGHT OF ENTRY

CLIENT will provide for right of entry of the employees, agents, or subcontractors of ATL to perform and complete the work that is the subject of this AGREEMENT.

CLIENT authorizes ATL and/or its representatives to enter and examine the subject property and/or subject building(s) and if applicable, to extract samples for subsequent laboratory analysis, in accordance with the Scope of Services contained in EXHIBIT A of this AGREEMENT.

Further, CLIENT authorizes ATL to make oral and/or written inquiry of appropriate federal, state, and local government agencies or authorities in respect to the services being rendered.

3. JOBSITE ACTIVITIES

ATL will be responsible for providing services consistent with the Scope of Services contained in EXHIBIT A of this AGREEMENT. In no event shall ATL be responsible or liable for construction means and methods, jobsite superintendence, construction sequencing and/or coordination, or safety in, on, or about the jobsite.

4. HEALTH AND SAFETY

The OWNER, or CLIENT, as the OWNER's representative, is responsible for providing safe access to and on the project site in accordance with all applicable federal and state safety laws and regulations, including, but not limited to, relevant provisions of the OSHA standards. The more stringent of those or any site specific health and safety programs and procedures shall prevail.

In addition to the laws, standards, and regulations above, the OWNER, or CLIENT, as the OWNER's representative, and any agents thereof, including contractors and subcontractors, shall adhere to ATL safety requirements while within the exclusion zone work area established by ATL.

5. OWNERSHIP AND REUSE OF DOCUMENTS

All data compilation, reports, photographs, and/or drawings produced by ATL as instruments of service, in accordance with this AGREEMENT, shall not be used or reused for unrelated extrinsic purposes by either CLIENT or ATL, without the prior written consent of the other party.

CLIENT agrees to compensate ATL, in accordance with the terms of the agreement, for all documents and other work produced by ATL as instruments of service. Failure to compensate ATL for services rendered under this AGREEMENT forfeits CLIENT's right to ownership and use of ATL's instruments of service for any purpose.

ATL will retain all pertinent records relating to the services performed in accordance with ATL's record retention policy. The records will be made available to CLIENT at all reasonable times upon request and for the cost of retrieval and reproduction.

6. SUCCESSORS AND ASSIGNS

CLIENT and ATL each bind themselves, their partners, successors, assigns, and legal representatives to the other party of this AGREEMENT and to the partners, successors, assigns, and legal representatives of such other party, in respect to all covenants of this AGREEMENT. Neither CLIENT nor ATL shall assign, sublet, or transfer its interest in the AGREEMENT without the written consent of the other.

7. LIMITATIONS OF LIABILITY

To the fullest extent permitted by law, CLIENT agrees to limit the liability of ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders for any and all claims, losses, damages, expenses or claim expenses (including attorneys' fees) arising out of this AGREEMENT, from any cause or causes whatsoever, so that the total aggregate liability of ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders shall not exceed ATL's total fee for services rendered under this AGREEMENT, or \$50,000, whichever is greater and regardless of the legal theory under which liability is imposed. Such causes by way of example include, but are not limited to: (a) professional negligence, including errors, omissions, or other professional acts; (b) strict liability; (c) breach of contract; (d) environmental contamination resulting from handling, transport, storage, discharge, dispersal or release of hazardous materials; and (e) including without limitation, CLIENT claims of contribution and indemnification with respect to third-party claims.

ATL will not be responsible for any loss, damage, or liability arising from any acts by the OWNER, or CLIENT, as the OWNER'S representative, and any agents, staff, contractors, or other consultants.

ATL will be responsible only for the instruments of service furnished by it, but shall not be responsible for the interpretation and/or misuse by others of the information developed. CLIENT agrees to indemnify and hold ATL harmless from and against all claims, damages, losses, and expenses arising from the interpretation and/or misuse by others of instruments of service provided by ATL.

Relevant to ATL services provided under this agreement, CLIENT shall provide ATL with immediate written notification of event or actions that may result in any liability claims, damages, losses, and expenses.

8. INDEMNITY

To the fullest extent permitted by law, CLIENT agrees to indemnify and hold harmless ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders from and against all liability claims, damages, losses, and expenses, direct and indirect, or consequential damages, including, but not limited to, attorney/court/arbitration costs, arising out of or resulting from the acts, errors, or omissions by CLIENT, its staff, contractors, or other consultants employed by CLIENT. The indemnification agreement will survive the termination or expiration of this AGREEMENT.

9. STANDARD OF CARE

Services provided by ATL under this AGREEMENT will be performed in a manner consistent with the level of care and skill ordinarily exercised by members of the industry performing similar services using recognized methodologies in the same or comparable locality.

In accepting reports of observations, tests, photographs, and opinions provided pursuant to this AGREEMENT, CLIENT acknowledges that the extent of ATL's obligation with respect thereto is limited to furnishing of such data, which shall not be solely used by others to determine acceptance of any construction work, nor shall it relieve the contractor in any way from his obligations and responsibilities to conduct the work in conformance with the PROJECT plans and specifications.

10. HAZARDOUS WASTES

CLIENT shall advise ATL of any hazardous wastes or hazardous substances existing at or near the site at which ATL is to perform work. If ATL discovers hazardous wastes or hazardous substances after it undertakes the PROJECT, or if ATL discovers the nature or extent of hazardous wastes or hazardous substances differs materially from what CLIENT advised ATL, CLIENT and ATL agree that the Scope of Services, schedule, and fees shall be adjusted as needed to complete the work.

If reportable quantities of petroleum product and/or chemical contamination are discovered on the PROJECT site during performance of the work tasks described herein, or during any subsequent work completed at the PROJECT site, the appropriate local, state, and/or federal agencies must be notified, as required by law. ATL will make a reasonable attempt to notify CLIENT when reportable quantities are discovered. The OWNER, or CLIENT, as the OWNER'S representative, is responsible for providing notification to the proper authorities.

The ownership of and responsibility for all contaminated materials, hazardous materials, and hazardous substances generated, released, uncovered, transported, and/or collected during the work tasks referred to herein will remain with CLIENT.

11. HIDDEN CONDITIONS

A condition is hidden if it is concealed or is not capable of detection by reasonable visual observation. If ATL recognizes that a hidden condition may exist, ATL shall notify CLIENT and CLIENT shall be responsible for all costs associated with the investigation of such a condition. ATL shall not be responsible for any costs resulting from hidden conditions.

12. INSURANCE

ATL represents that it, together with its agents and staff, are protected by worker's compensation insurance, and that ATL has such coverage under public liability and property damage insurance policies ATL deems to be adequate. Certificates for any such policies of insurance will be provided to CLIENT upon written request.

CLIENT recognizes that ATL's insurance policies may contain certain exclusions, including those for certain claims arising from the discharge, dispersal, release, or escape of pollutants. CLIENT agrees to defend, indemnify, and hold ATL and its employees or agents harmless for and against all claims, causes of action, suits, proceedings, damages, losses, and expenses, including third party claims or actions, arising from ATL's work for CLIENT under this AGREEMENT that falls within the scope of any exclusion from ATL's liability or property damage insurance policies.

13. DISPUTE RESOLUTION

In the event of a dispute between CLIENT and ATL, the parties agree to negotiate in good faith, having such written and oral communications as are appropriate, in an attempt to resolve said dispute. Disputes not resolved through a good faith effort, shall be submitted to non-binding mediation, prior to each party's right to initiate litigation.

In the event a dispute arising out of or relating to performance of services results in legal action, the parties agree that if ATL is the prevailing party, it shall be entitled to recover all costs incurred with respect to the claim, including reasonable attorney's fees, court costs, and other claim-related expenses.

In the event legal action is necessary to enforce the payment terms of this AGREEMENT, ATL shall be entitled to collect from CLIENT any judgment or settlement sums due plus reasonable attorney's fees, court costs, and other expenses incurred by ATL for such collection action.

14. TERMINATION

ATL or CLIENT may terminate this AGREEMENT for convenience and without cause. Upon receipt of termination notice, ATL will stop work on all services included in this AGREEMENT and deliver any instruments of service at that time to CLIENT. CLIENT shall pay ATL for all services performed up to the date of termination notice, plus reasonable termination expenses and fees. Upon termination for convenience or without cause, the terminating party shall have no further rights or remedies.

In the event of failure by either party to perform in accordance with the terms hereof, either party may terminate this AGREEMENT for cause, upon written notice. Such termination may be rescinded by the terminating party if that substantial failure has been remedied within a reasonable period of time.

15. DELAY

In no event shall ATL be liable or responsible to the CLIENT, its respective shareholders, directors, officers, consultants, agents, and employees for or on the account of, any stoppage or delay in the work that is the subject of this AGREEMENT.

In the event of suspension, or delay for more than three months, ATL may elect to finalize all data compilation, analysis, and reports to complete services performed to the date of suspension or delay. CLIENT agrees to compensate ATL, in accordance with the terms of the agreement, for all services completed and other work produced by ATL as instruments of service.

16. GOVERNING LAW AND VENUE

This AGREEMENT shall be governed and construed in accordance with the laws of the State of New York without regard to any conflicts of law provisions. All claims, disputes, and lawsuits arising out of or in connection with this AGREEMENT shall be resolved or adjudicated in the State of New York.

The preceding Declarations, Services, Fees, Payment Terms, and Terms and Conditions are hereby accepted and agreed upon.

ISSUED BY:

ACCEPTED BY:

ATLANTIC TESTING LABORATORIES, Limited

City of Plattsburgh Public Works

Signature

Signature

Marijean B. Remington, CEO
Printed Name and Title

Printed Name and Title,
Its Duly Authorized Representative

Date

Date

EXHIBIT A
SCOPE OF SERVICES

Former Gas Station, 40 Bridge Street, Clinton County, Plattsburgh, New York

Based on information provided to ATL by City of Plattsburgh Public Works, it is our understanding that the project consists of performing Limited Hazardous Materials Survey Services for the subject building. It is further understood that the purpose is to identify suspect Asbestos-Containing Material (ACM), Lead-Based Paint (LBP), and Polychlorinated Biphenyls (PCB) that may be present within the subject building and is being performed prior to proposed building demolition. ATL will require access to the project site throughout the duration of the PROJECT.

A. ATL will provide the following field services:

1. Asbestos-Containing Materials (ACM):

- ♦ Provide an **Asbestos Building Inspector** certified by the New York State Department of Labor, to conduct a visual examination of the subject building, to identify suspect ACM, and to collect bulk samples of suspect ACM for subsequent laboratory analysis. Functional spaces visually examined will be classified into homogenous sampling areas based on suspect materials observed. A homogeneous sampling area is defined as an area that is uniform by color, texture, construction/application, and general appearance. The Asbestos Building Inspector will record sample locations, approximate quantities, and apparent condition of materials that are typically suspected to contain asbestos, as identified in 12 NYCRR Subpart 56-5.1 and in United States Environmental Protection Agency's "Guidance for Controlling Asbestos-Containing Materials in Buildings", dated June 1985. ATL will not be responsible for restoration of the sampling areas to original form and appearance.

2. Lead-Based Paint (LBP):

- ♦ Provide a **Environmental Scientist** to conduct a visual examination of the subject building, to identify potential LBP surfaces, and to collect bulk chip samples of potential LBP for subsequent laboratory analysis AND/OR perform x-ray fluorescence (XRF) testing on painted surfaces, with confirmatory paint chips collected from locations where XRF results are considered inconclusive. Potential LBP surfaces will be classified into homogeneous sampling areas. A homogeneous sampling area is defined as an area consisting of similar paint color schemes, building components, and substrates the paint is applied on. The Environmental Scientist will record general location and material description/color of potential LBP surfaces sampled. The United States Department of Housing and Urban Development (HUD) identifies LBP as "any paint, varnish, stain, or other applied coating that has 1 mg/cm² (or 5,000 mg/kg or 0.5% by weight) or more of lead" (HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing).
- ♦ Painted surfaces that are sampled will be scraped to determine if the surface has more than one layer of paint. Painted surfaces will be scraped in non-conspicuous areas where feasible. ATL will not be responsible for restoration of the painted surfaces to original form and appearance.

3. Polychlorinated Biphenyls (PCB):

- ♦ Provide an **Environmental Scientist** to conduct a visual examination of the subject building, to identify suspect PCB-containing caulk/sealant and to collect samples for subsequent laboratory analysis. Suspect PCB-containing materials will be classified

into homogeneous sampling areas. A homogeneous sampling area is defined as an area that is uniform by color, texture, construction/application, and general appearance. The Environmental Scientist will record general location and material description/color of suspect PCB-containing materials sampled. In accordance with the regulations and guidelines presented in 40 CFR Parts 750 and 761 "Disposal of Polychlorinated Biphenyls; Final Rule," PCB wastes are generally regulated for disposal under the Toxic Substances Control Act (TSCA) if the concentrations are 50 ppm or greater. Per New York State Department of Environmental Conservation (NYSDEC) regulations, material containing greater than 50 ppm is regulated hazardous waste. ATL will not be responsible for restoration of the sampling areas to original form and appearance.

B. ATL will provide the following laboratory services:

1. Submit bulk samples of suspect ACM to a NYSDOH ELAP approved laboratory that meets the requirements of 12 NYCRR Subpart 56-4.2.
 - ♦ Bulk samples will be laboratory analyzed by polarized light microscopy (PLM). Samples that are determined to be non-friable organically bound (NOB) in nature, and determined to contain less than one percent asbestos by the PLM analysis, will also be analyzed by transmission electron microscopy (TEM). The TEM analysis is required to conclusively document that NOB materials may be classified as non-asbestos-containing.
 - ♦ Laboratory analysis by PLM and/or TEM will be performed on a one-week turn-around-time (TAT) basis, subsequent to receipt of the samples by the laboratory.
2. If Required submit bulk chip samples of potential LBP to a NYSDOH ELAP approved laboratory to perform lead analysis.
 - ♦ Bulk chip samples will be laboratory analyzed to determine detectable levels in lead in accordance with EPA Method 6010 and 3050B. Composite paint chip samples consisting of multiple paint layers will be analyzed for total lead concentration.
 - ♦ Laboratory analysis of potential LBP samples will be performed on a one-week turn-around-time (TAT) basis, subsequent to receipt of samples by the laboratory.
3. Submit samples of suspect PCB-containing caulk/sealant to a NYSDOH ELAP approved laboratory to perform PCB analysis.
 - ♦ Samples will be laboratory analyzed to determine total PCB concentration in accordance with EPA Method 8082A. PCB analysis results for caulk and building materials will be reported as Aroclors 1016, 1221, 1232, 1242, 1248, 1254, 1260, 1262, and 1268. If any other Aroclors or congeners are identified by the laboratory during the analytical process, these will also be quantified and reported. The total PCB concentration will be determined as the sum of any Aroclors and congeners (if applicable) that are detected above the laboratory reporting limit.
 - ♦ Laboratory analysis of suspect PCB-containing materials will be performed on a two-week turn-around-time basis, subsequent to receipt of the samples by the laboratory.

C. ATL will provide the following additional services:

1. Transport samples that require laboratory analysis.
2. Provide a Project Manager to perform the following:
 - ♦ Review project plans and specifications, as provided to ATL, which are relevant to the services outlined in this Exhibit
 - ♦ Review sample test data

- ♦ Prepare a limited hazardous materials survey report, to include the following:
 - (1) Summary of observations recorded during field activities
 - (2) Description of the homogeneous areas identified
 - (3) Methodology and regulatory compliance
 - (4) Categorization of friability, apparent visual condition, and approximate quantities of regulated ACM
 - (5) Copies of applicable licenses and certifications
 - (6) A site sketch (not-to-scale) depicting the sample locations and general location of the regulated ACM and sample locations of LBP and PCB samples.
 - (7) Copies of laboratory reports and associated sample custody documentation
 - (8) XRF calibration checks and readings
- 3. Distribute reports as directed by CLIENT. Reports will be distributed to CLIENT by email, unless otherwise directed.

D. CLIENT will be responsible for the following:

- 1. Provide an electrical source for the use of necessary equipment.
- 2. Provide safe access to the project site and the sampling locations.
- 3. Roofing and other external sample location repairs.

NOTES TO THE SCOPE OF SERVICES

We require a minimum of three days advance notice prior to project initiation and two days advance notice for subsequent scheduling of field services. Cancellation of scheduled services must be received prior to personnel departure for the PROJECT site, or a minimum charge in accordance with the Fee Schedule will be applicable.

Prior to project initiation, CLIENT will provide ATL with copies of the PROJECT plans and specifications and all revisions and addenda, and previous survey and/or sampling records.

EXHIBIT B

FEE SCHEDULE

Service	Estimated Quantity	Unit Fee	Estimated Cost
ATL SERVICES			
Technical Personnel			
Asbestos Building Inspector (4-hour minimum)	8	\$ 65.00 /Hour	\$390.00
Environmental Scientist (4-hour minimum)	6	\$ 80.00 /Hour	480.00
CAD Operator	2	\$ 60.00 /Hour	120.00
Project Manager	1	\$ 99.00 /Hour	99.00
Senior Project Manager	1	\$ 120.00 /Hour	120.00
Miscellaneous			
XRF Equipment	1	\$ 150.00 /Day	150.00
Travel			
Technical Staff	2	\$ 25.00 /Trip	50.00
Report	1	\$ 750.00 /Report	750.00
Subtotal ATL Services			2,159.00
Laboratory Analysis			
Asbestos-Containing Materials (ACM):			
PLM (1-week TAT)	24	\$ 8.00 /Each	192.00
NOB Sample Preparation (1-week TAT)	40	\$ 7.00 /Each	280.00
PLM NOB (1-week TAT)	40	\$ 8.00 /Each	320.00
TEM (1-week TAT)	40	\$ 26.00 /Each	1,040.00
Lead-Based Paint (LBP):			
EPA Method 6010 (1-week TAT)	—	\$ 14.00 /Each	0.00
Polychlorinated Biphenyls (PCB) Method 8082 (1-week TAT)	5	\$ 87.00 /Each	435.00
Subtotal Subcontracted Services			2,267.00
Estimated Cost			\$4,426.00

EXHIBIT B

NOTES TO THE FEE SCHEDULE

The Estimated Cost is based on the foregoing Scope of Services and Fee Schedule, and is not intended to be a not-to-exceed amount. The actual cost for ATL services is subject to change should the project require additional site work time, laboratory analyses, and/or report preparation time. The actual number of laboratory analyses and hours expended will be dependent upon field conditions and or direction by the CLIENT.

As used in this schedule:

A standard day is defined as time on-site up to an 8-hour period, Monday through Friday, within the hours of 6:00 a.m. and 6:00 p.m.

Services provided for 4 or more hours outside the standard day, as defined above, are subject to a night differential.

Unless otherwise stated in the Fee Schedule, daily overtime rates are calculated by dividing the daily rate by 8 and multiplying by 1.35 and hourly overtime rates are calculated by multiplying the hourly rate by 1.35. Services performed on Saturdays and Sundays/Holidays will be invoiced at 1.50 and 1.75 times the unit fees, respectively.

Travel charge is inclusive of labor and mileage for the referenced project site. Travel that is required by ATL to other locations will be invoiced at a separate rate, based on the distance traveled and time expended. Rates for technical personnel are for time on-site only and are not invoiced portal-to-portal.

The foregoing fees for laboratory services reflect a standard laboratory turn-around-time (TAT). A laboratory surcharge up to 100% is applicable to samples requiring priority TAT. Advance notification of priority TAT is required to ensure completion of the laboratory work within specified time frames.

The foregoing fees for laboratory services are applicable for a standard workweek, Monday through Friday. When weekend analysis/delivery is requested, a shipping surcharge for Saturday delivery or travel expenses in accordance with the fee schedule for Sunday delivery are applicable.

Travel and sample pick-up may be subject to a fuel surcharge.